

## **Interim Recertifications**

**A. REQUIRED CHANGES TO REPORT IN WRITING**

The total tenant payment and tenant rent will remain in effect for the period between regularly scheduled reexaminations except:

1. The tenant must report all changes in the household composition.
2. The tenant may report any of the following changes which would result in a decrease in the tenant's rent:
  - a. Decrease in income;
  - b. Increase in allowances or deductions.

Decreases in the tenant portion of the rent will be effective the first day of the month following the month in which the change occurs if reported before the fifteenth of the month. The exception to this are tenants who report a decrease upon receipt of notice that their portion of rent has increased. Those tenants must pay one month of increased rent before a decrease will be effective.

3. The tenant must report any of the following factors which could result in an increase in rent:
  - a. Change in source or amount of income;
  - b. Change in family composition (which could either provide additional income to the household or reduce the deductions and allowances for which the family qualifies);
  - c. Change in full time -student status of dependent.

Increases will only be processed if the tenant portion of rent (TTP) changes \$100.00 or more and will be made effective upon a 30-day notice to the tenants and landlord. All others will be held until next annual re-exam.

4. Any other changes reported by tenants other than those listed in (1), (2), or (3) above, or those situations listed below, will not be processed between regularly scheduled annual recertifications.

**Other Interim Reporting Requirements:**

1. For families whose annual income cannot be projected with any reasonable degree of accuracy, a reexamination shall be required every thirty to ninety days, as a minimum period.
2. For families where an error was made at admission or reexamination, the OCHA will perform an interim reexamination (and family will not be charged retroactively for error made by Housing personnel).
3. For families whose rent has been based on incorrect or incomplete information supplied by family, there will be an interim reexamination performed, and the family may be required to enter into a repayment agreement with the OCHA. If the omission or misrepresentation is determined to be willful, the OCHA will terminate the family's assistance.

**B. FORMS USED FOR RENT CHANGES**

The OCHA staff is responsible for printing the HUD 50058, and a Notice of Rent Change.

The Notice of Rent Change is sent to the owner and tenant. Signatures are not required by the OCHA. The form must offer the family an opportunity for an informal hearing, because it changes the family's total tenant payment or tenant rent.

## **C. TIMELY REPORTING**

### **Standard for Timely Reporting of Changes:**

All reporting changes (other than changes in family composition which are described below) must be made in a timely manner. The family must report any required changes to the OCHA, in writing, and provide documentation to verify the change within 15 calendar days from which the change occurs.

The OCHA will only process decreases if the family reports them.

If the change is not reported in a timely manner, as defined above, or the documentation is not provided by the family within the required timeframes, it will be considered untimely reporting.

The family will be required to sign a third-party verification form, unless third-party verification is impossible to obtain. The request for third-party verification will be sent out to verify the information in the document provided by the family.

### **Procedures when the Change is Reported in a Timely Manner:**

The OCHA will notify the family and the owner of any change in the Housing Assistance Payment to be effective according to the following:

The family will always be given a thirty-day notice prior to the first of the month for an increase in total tenant payment/tenant rent. Increases in the total tenant payment/tenant rent are to be made effective upon thirty days' notice, prior to the first of the month, so the change is always effective on the first of the month, rather than some date within the month.

Decreases in the tenant rent are to be made effective the first of the month following that in which the change was reported. However, no downward rent adjustments are to be processed until all the facts have been verified, even if a retroactive adjustment results.

Families may not waive the thirty-day written notice for an increase unless they are in the process of leasing up and their lease is effective prior to the 30 day notice.

### **Procedures when the Change is Not Reported in a Timely Manner:**

If the family does not report the change within 15 calendar days from which the change occurred, the family will be determined to have caused an unreasonable delay in the interim reexamination processing (except for the situation described above under Timely Reporting).

1. Increased tenant rent: The change will be effective retroactive to the date it would have been effective, had it been reported on a timely basis.
2. Decreased tenant rent: The change will be effective on the first of the month following completion of processing by the OCHA (not on a retroactive basis).

The family will be required to sign a Repayment Agreement for any overpaid housing assistance, in conformance with the policy on Repayment Agreements.  
Deviation from normal effective dates is justified, because of the tenant's failure to supply the required report.

### **Procedures when the Change is Not Processed by the OCHA in a Timely Manner:**

"Processed in a timely manner" means that the change is effective on the date it would have been effective had the tenant reported the change in a timely manner.

If the change cannot be made effective on those dates resulting from timely reporting as described using the required notice periods, the change is not processed by the OCHA in a timely manner.

If changes are not processed by the OCHA staff in a timely manner, an increase will be effective within the required thirty days' notice prior to the first of the month after completion of processing by the OCHA.

If the change resulted in a decrease, an overpayment by the tenant will be calculated retroactively to the date it should have been effective and a check will be sent to the tenant.

**Timing of Next Annual Recertification:**

In the event there is an interim adjustment completed, the next regular reexamination will be scheduled twelve months from the last effective date of the annual reexamination of family income and computation of tenant rent.

**Changes in Family Composition:**

All changes in family composition must be reported within 15 calendar days of its occurrence.

With the exception of birth/adoption/marriage or other operation of law, approval must be granted by the OCHA prior to the addition of any new family member(s). Factors that will be included in the decision making process include, but are not limited to: reason(s) for request to add additional person(s); benefit, if any, to participant family; health and/or safety issue(s) affecting the participant family; funding availability (for requests that necessitate an increase in Voucher bedroom size).

If a Housing Choice Voucher family member has been determined permanently absent, according to this Administrative Plan, the change to an appropriate size Voucher shall be made effective immediately upon appropriate notice to tenant and owner.

If a former family member wishes to return to the assisted unit and be included in the family composition, approval must be granted by the OCHA prior to their return. If their absence exceeds two years, approval will not be granted. If their return is within two years, the same factors used in the decision making process to allow the addition of a new family member (see paragraph above) will be considered.

If the OCHA has made an error or mistake on the issuance of a Housing Choice Voucher, the same procedures will be followed.

For the Voucher holder, the change in payment standard (and Voucher size) shall be implemented at the next annual recertification.

If a tenant does not report in a timely manner, the overpaid subsidy will be calculated by taking the larger size payment standard and subtracting the smaller size payment standard to determine the overpayment.

For example, if a family had a 3BR payment standard and actually qualified for a 1BR payment standard at recertification and did not inform the OCHA, the overpayment calculation would be as follows:

$$\begin{array}{r} 3\text{BR Payment Standard} \\ - \text{1BR Payment Standard} \\ \hline = \text{Overpaid Subsidy} \end{array}$$